

Declaratory Resolution No. 530

For the widening of Reynolds  
Street from Harrison Street to  
Summer Street to a uniform  
width of fifty (50) feet.

\* Adopted, June 29th, 1925

\* Confirmed - July 23rd, 1925

Asst. Roll of B. & D. Approved  
August 20, 1925

\* Asst. Roll of B. & D. Confirmed  
September 17, 1925

COMPLETED  
Sept. 17th, 1925.

*Copy*  
+ Declaratory Resolution Number 530-1925.

For the widening of Reynolds Street from Warren Street to Summer Street to a uniform width of fifty (50) feet.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to widen Reynolds Street from Warren Street to Summer Street to a uniform width of fifty (50) feet.

All as shown by a plan of such proposed widening of said Reynolds Street as above described now on file in the office of the Department of Public Works of said city.

The widening of said Reynolds Street as above described to be made by condemning and appropriating for street purposes portions of the following named lots in Vordermarks Addition, The South five (5) feet of Lots numbers 79-80-81-82-83-and 84 and the North five (5) feet of Lots numbers 61-62-63-64-65 and 66.

The property which may be injuriously or beneficially affected by the proposed widening of Reynolds Street as above described is described as all lots and lands abutting on Reynolds Street from Warren Street to Summer Street. x

All according to the method and manner provided for in an act of the general assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said laws ordered.

Assessments if deferred are to be paid in ten equal annual installments with interest at the rate of five (5) per cent per annum. Under no circumstances shall the City of Fort Wayne, Indiana, be or be held responsible for any sum or sums due from said property owner or owners for said condemnation of property, or for the payment of any bond, bonds, certificate, or certificates issued in payment for such property damages, except for such moneys as shall have been actually received by the city from the assessments for such damages to property or such moneys as said city is by said above entitled act required to pay. All proceedings had in the making of said improvements, assessments of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

xy All of the above described streets and lots and lands affected by the above described street widening being situated in the Northwest quarter Section 7, Township 30 North Range 13 East and within the corporate limits of the City of Fort Wayne, Indiana.

Adopted this 29th day of June, 1925. xx

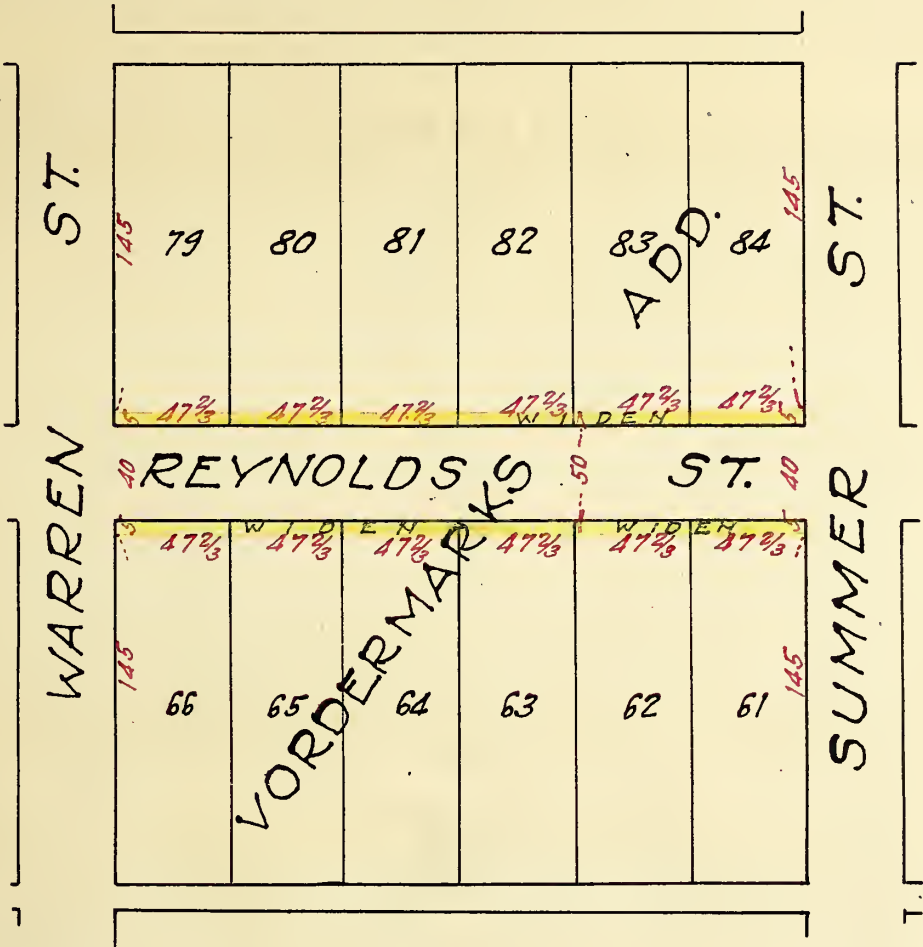
Attest:

*Charles J. Kipp*  
Secretary of  
PUBLIC WORKS

*John B. Koch*  
*Otto Benz*  
*Jesse E. Davis*  
Board of Public Works.

PLAN OF THE WIDENING OF REYNOLDS STREET  
FROM WARREN STREET TO SUMMER STREET,  
TO A WIDTH OF 50 FEET.

DEC. RES. NO 530-1925





R E L E A S E

We, the undersigned, John Wilhelm and Margaret Wilhelm, his wife, residing at 2333 Reynolds Street, Fort Wayne, Indiana and owners of said property which is known as Lot No. 84, Vordermark's Addition to the City of Fort Wayne, in consideration of the payment to us of the sum of One Hundred Fifty and 00/100 (\$150.00) Dollars, receipt whereof is hereby acknowledged have released and do hereby-release the City of Fort Wayne and the Indiana Service Corporation from any and all claims for all damages on account of the widening of Reynolds Street for the purpose of a double street car track and we do hereby agree to move the south line of said property five (5) feet to the north. We have agreed and do hereby agree to accept said sum in full settlement on account of any damages as the result of widening said Reynolds Street in front of our said property.

Witness our hands and seals at Fort Wayne, Indiana, this 31st day of July, 1925.

John Wilhelm

Margaret Wilhelm

R. W. Altekruze

WITNESS:

THIS AGREEMENT, made this third day of August 1925, by and between Mrs. Fredricka Hackman, widow, hereinafter called first party, and Hilgeman and Schaaf, an Indiana Corporation hereinafter called second party, WITNESSETH:—

First, That in consideration of FIFTY-FIVE HUNDRED DOLLARS (\$5500.00) to be paid to first party by second party, as hereinafter set forth, first party agrees to convey by warranty deed to second party, or to whomsoever second party may direct, the East ten (10) feet of lot Numbered Sixty-one (61) in Vordermark's Addition, and to move the house and outbuildings now on said lot off of said ten (10) foot strip.

Second, Upon consummation of an action now pending by the Board of Public Works of the City of Fort Wayne for the widening of Reynolds Street, by taking a five (5) foot strip off the lots on each side of the said strip, if said proceeding shall be consummated first party agrees to convey by warranty deed, in consideration of the payment of said FIFTY-FIVE HUNDRED DOLLARS (\$5500.00) a triangular piece of land located in the southwest corner of Lot Numbered Eighty (80) in Vordermark's Addition after said five (5) foot strip has been taken from the lot, the south and west side of which triangular piece shall be seven (7) feet long; also a triangular piece of land located in the northeast corner of Lot Numbered Sixty-one (61) in Vordermark's Addition, after said five (5) foot strip shall have been taken from the north side of said lot, and said ten (10) foot strip from the east side of said lot, the north and east sides of said triangle to be nine (9) feet long.

Said second party agrees to pay said FIFTY-FIVE HUNDRED DOLLARS (\$5500.00) as follows:



One Thousand Dollars (\$1,000.00) cash, the receipt of which is hereby acknowledged;

One Thousand Dollars (\$1,000.00) when the foundation on which the house is to be placed has been completed;

One Thousand Dollars (\$1,000.00) when the house has been moved to said foundation; and,

The balance in full on or before October 20, 1925.

It is further understood and agreed that said deeds are not to be delivered by first party until payment in full has been made by second party as herein stipulated.

It is further understood and agreed that second party will fill in the excavation on lot #61 when the house is moved off, and will deliver to second party without cost all the excess dirt if there shall be any within reasonable distance of said lot #61 from the grading of the streets in connection with the construction of the tracks of the pending extension of the Indiana Service Corporation street car line.

WITNESS

E. H. Hackman

Fredricka Hackman

HILGEMAN & SCHAFF

BY Albert H. Schaff  
Secretary



